



# IBM Terms of Use – SaaS Specific Offering Terms

## IBM Customer Insight for Banking on Cloud

The Terms of Use (“ToU”) is composed of this IBM Terms of Use - SaaS Specific Offering Terms (“SaaS Specific Offering Terms”) and a document entitled IBM Terms of Use - General Terms (“General Terms”) available at the following URL: [www.ibm.com/software/sla/sladb.nsf/sla/tou-gen-terms/](http://www.ibm.com/software/sla/sladb.nsf/sla/tou-gen-terms/).

In the event of a conflict, the SaaS Specific Offering Terms prevail over the General Terms. By ordering, accessing or using the IBM SaaS, Client agrees to the ToU.

The ToU is governed by the IBM International Passport Advantage Agreement, the IBM International Passport Advantage Express Agreement, or the IBM International Agreement for Selected IBM SaaS Offerings, as applicable (“Agreement”) and together with the ToU make the complete agreement.

### 1. IBM SaaS

The following IBM SaaS offerings are covered by these SaaS Specific Offering Terms:

- IBM Customer Insight for Banking on Cloud
- IBM Customer Insight for Banking on Cloud Dedicated

### 2. Charge Metrics

The IBM SaaS is sold under one of the following charge metric(s) as specified in the Transaction Document:

- a. Eligible Participant is a unit of measure by which the IBM SaaS can be obtained. Each individual or entity eligible to participate in any service delivery program managed or tracked by the IBM SaaS is an Eligible Participant. Sufficient entitlements must be obtained to cover all Eligible Participants managed or tracked within the IBM SaaS during the measurement period specified in Client’s Proof of Entitlement (PoE) or Transaction Document.

For purposes of this IBM SaaS, an Eligible Participant is the number of unique customer records processed by the IBM SaaS.

### 3. Charges and Billing

The amount payable for the IBM SaaS is specified in a Transaction Document.

#### 3.1 Partial Month Charges

A partial month charge as specified in the Transaction Document may be assessed on a pro-rated basis.

#### 3.2 Overage Charges

If Client’s actual usage of the IBM SaaS during the measurement period exceeds the entitlement stated on the PoE, then Client will be invoiced for the overage, as set forth in the Transaction Document.

### 4. Term and Renewal Options

The term of the IBM SaaS begins on the date IBM notifies Client of their access to the IBM SaaS, as documented in the PoE. The PoE will specify whether the IBM SaaS renews automatically, proceeds on a continuous use basis, or terminates at the end of the term.

For automatic renewal, unless Client provides written notice not to renew at least 90 days prior to the term expiration date, the IBM SaaS will automatically renew for the term specified in the PoE.

For continuous use, the IBM SaaS will continue to be available on a month to month basis until Client provides 90 days written notice of termination. The IBM SaaS will remain available to the end of the calendar month after such 90 day period.

### 5. Technical Support

Technical support is provided for the duration of this IBM SaaS as set forth in the SaaS Support handbook at <http://www.ibm.com/software/support/handbook.html> or a subsequent URL provided by IBM. Technical support is included with the IBM SaaS and is not available as a separate offering.

## **6. IBM SaaS Offering Additional Terms**

### **6.1 Cookies**

Client is aware and agrees that IBM may, as part of the normal operation and support of the IBM SaaS, collect personal information from Client (your employees and contractors) related to the use of the IBM SaaS, through tracking and other technologies. IBM does so to gather usage statistics and information about effectiveness of our IBM SaaS for the purpose of improving user experience and/or tailoring interactions with Client. Client confirms that it will obtain or have obtained consent to allow IBM to process the collected personal information for the above purpose within IBM, other IBM companies and their subcontractors, wherever we and our subcontractors do business, in compliance with applicable law. IBM will comply with requests from Client's employees and contractors to access, update, correct or delete their collected personal information.

### **6.2 Derived Benefit Locations**

Where applicable, taxes are based upon the location(s) Client identifies as receiving benefit of the IBM SaaS. IBM will apply taxes based upon the business address listed when ordering an IBM SaaS as the primary benefit location unless Client provides additional information to IBM. Client is responsible for keeping such information current and providing any changes to IBM.

### **6.3 Lawful Use of IBM SaaS**

This IBM SaaS suggests output based on applying algorithms to data provided by Client, and, as such, the completeness, accuracy and reliability of the output will vary. Use of this IBM SaaS may implicate various laws or regulations, including those related to privacy, data protection, banking, financial transactions, and employment. The IBM SaaS may be used only for lawful purposes and in a lawful manner. Client agrees to use the IBM SaaS pursuant to, and assumes all responsibility for complying with, applicable laws, regulations and policies, and will obtain or has obtained any consents, permissions, or licenses that may be needed.

## Appendix A

### 1. IBM SaaS Description

#### 1.1 IBM Customer Insight for Banking on Cloud

This IBM SaaS delivers insights generated from analytical models designed to help banking clients plan and execute programs for growing and retaining customers, and is not designed to be used for other purposes such as pricing or fraud detection.

IBM SaaS includes an industry specific data model, dashboard templates, advanced analytics models, and application interfaces for integration with operational systems. It uses bank customer, transactional and interaction data as well as IBM and third-party data and APIs.

The IBM Customer Insight for Banking on Cloud currently offers the following insights:

- Customer segmentation
- Churn / attrition analysis
- Life event prediction
- Cross-sell propensity analysis
- Customer retention analysis
- Overdraft financial event prediction

#### 1.2 IBM Customer Insight for Banking on Cloud Dedicated

This IBM SaaS offers all the features and capabilities of IBM Customer Insight for Banking on Cloud and is hosted on a dedicated server.

### 2. Personal Information and Regulated Content

The IBM SaaS will enable banking clients to input and manage content containing information which may be considered personal and sensitive personal information under applicable privacy laws:

- a. Contact Information:
  - Names of individuals,
  - Names of corporate entities
  - Home address
- b. Business address
  - Zip codes/postal codes
  - Email address
  - Phone numbers
- c. Other Personal Identifiers:
  - Age
  - Gender
  - Facial images, including photographs
- d. Sensitive Personal Information (SPI)
  - (1) General
    - Full date of birth
    - Marital status/history
    - Information re: children / dependents
    - Educational history
    - Full e-mail text

- (2) SPI Financial Program
  - Number of products with the bank
  - Assets under management (business)
  - Credit score information
  - Transaction information including Amount
- (3) SPI Employment
  - Income
  - Job Title



## Appendix B

IBM provides the following availability service level agreement (“SLA”) for the IBM SaaS as specified in a PoE. The SLA is not a warranty. The SLA is available only to Client and applies only to use in production environments.

### 1. Availability Credits

Client must log a Severity 1 support ticket with the IBM technical support help desk within 24 hours of first becoming aware of an event that has impacted the IBM SaaS availability. Client must reasonably assist IBM with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within three business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the IBM SaaS based on the duration of time during which production system processing for the IBM SaaS is not available (“Downtime”). Downtime is measured from the time Client reports the event until the time the IBM SaaS is restored and does not include time related to a scheduled or announced maintenance outage; causes beyond IBM’s control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; or Client-caused security incident or Client security testing. IBM will apply the highest applicable compensation based on the cumulative availability of the IBM SaaS during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 10 percent of one twelfth (1/12th) of the annual charge for the IBM SaaS.

### 2. Service Levels

Availability of the IBM SaaS during a contracted month

Availability during a Contracted Month	Availability Credit (% of Monthly Subscription Fee for Contracted Month which is the subject of a Claim)
< 99.75%	2%
< 97.0%	5%
< 95%	10%

\* If the IBM SaaS was acquired from an IBM Business Partner, the monthly subscription fee will be calculated on the then-current list price for the IBM SaaS in effect for the contracted month which is the subject of a claim, discounted at a rate of 50%. IBM will make a rebate directly available to Client.

Availability, expressed as a percentage, is calculated as: the total number of minutes in a contracted month minus the total number of minutes of Downtime in a contracted month divided by the total number of minutes in the contracted month.

Example: 50 minutes total Downtime during contracted month

$\frac{43,200 \text{ total minutes in a 30 day Contracted Month} - 50 \text{ minutes Downtime} = 43,150 \text{ minutes}}{43,200 \text{ total minutes}}$	<p>= 2% Availability Credit for 99.8% Achieved Service Level during the Contracted Month</p>
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